

EXHIBIT A



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September 22, 2008

VIA E-MAIL AND OVERNIGHT DELIVERY

Harvey R. Miller, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Re: **In re Lehman Brothers Holdings, Inc. ("Debtor"), Case No. 08-13555 (JMP)**
American Express' Consent to Assumption and Assignment
of Contract and Proposed Cure Amount

Dear Mr. Miller:

By this letter, American Express ("AmEx") hereby consents, and is deemed to have consented, to the Debtor's assumption and assignment of the contract between AmEx and Lehman Brothers set forth on the Non-IT list of Closing Date Contracts with a cure amount of \$18,000,000.00 ("Lehman Contract") to Barclays, provided that AmEx is paid the entire proposed cure amount of \$18,000,000.00 ("Cure Amount") as soon as is reasonably practicable upon receipt of this letter.

AmEx's consent is based upon a review of certain documents posted on the internet site of Epiq Systems (<http://chapter11.epiqsystems.com/Lehman>) on behalf of the Debtor and the representations contained therein. Those documents include: (i) the Debtor's motion to approve the sale of assets to Barclays and the assumption and assignment of related contracts ("Sale Motion"); (ii) the Non-IT list of contracts to be assumed and assigned at closing; and (iii) the Bankruptcy Court order approving the relief sought in the Sale Motion ("Sale Order").

Based upon a review of the foregoing documents, AmEx understands that: (i) the Debtor sought and was granted authority by the Bankruptcy Court to assume and assign the Lehman Contract to Barclays, provided AmEx does not object to the assumption and assignment and/or the Cure Amount within a specified period; (ii) the Debtor's proposed cure amount for the Lehman Contract is \$18,000,000.00; and (iii) paragraph 12 of the Sale Order directs the Debtor

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to pay the entire Cure Amount to AmEx as soon as is reasonably practicable upon receipt of written consent from AmEx to the Cure Amount.

This letter constitutes AmEx's written consent to the Cure Amount pursuant to paragraph 12 of the Sale Order, provided AmEx is paid the entire proposed cure amount of \$18,000,000.00 as soon as is reasonably practicable upon receipt of this letter. While the phrase "as soon as reasonably practicable" may be open to differing interpretations, AmEx believes payment of the cure amount will be timely if received by AmEx within three days of the date of this letter.

AmEx prefers payment of the Cure Amount via wire transfer. Since this letter may become part of a public record in the Debtor's bankruptcy case, the wire transfer instructions are not included herein. For the wire transfer instructions, please contact Lydia C. Schulz by electronic mail at lydia.c.schulz@aexp.com or by telephone at (908) 522-0574. Ms. Schulz also is the appropriate person to handle any questions, or take any appropriate direction, from the Debtor and/or Barclays regarding the AmEx programs.

Please contact me immediately if the substance of this letter does not comport in any way with your understanding of the assumption, assignment and cure of the Lehman Contract.

Very truly yours,



Eugene J. Chikowski

cc: Richard P. Krasnow, Esq. (Weil Gotshal)
Lori R. Fife, Esq. (Weil Gotshal)
Shai Y. Waisman, Esq. (Weil Gotshal)
Jacqueline Marcus, Esq. (Weil Gotshal)
Leslie Bernauer (Lehman Brothers)
Lydia C. Schulz (American Express)
Anjli G. Pero, Esq. (American Express)
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Mitchell S. Eitel, Esq. (Sullivan & Cromwell)
Jay Clayton, Esq. (Sullivan & Cromwell)
(via e-mail only)